

MORGAN & MORGAN

February 21, 2023

VIA FEDEX OVERNIGHT DELIVERY

pelb@usxpress.com



Patrick Elb
U.S. Xpress
4080 Jenkins Road
Chattanooga, TN 37421

Re: *Dorothy Clark vs Conner Goodwin, Total Transportation of Mississippi, LLC and Mountain Lake Risk Retention Group, Inc.*
DeKalb County State Court; Civil Action No: 23A00810

30-Day Policy Limit Demand

Dear Mr. Elb:

I write to convey to you, Conner Goodwin, Total Transportation of Mississippi, LLC, and their insurer, Mountain Lake Risk Retention Group, Inc., an offer to settle the claims my client has asserted in the above-referenced case. This notice and offer of compromise is directed to you as the representative of Mountain Lake Risk Retention Group, Inc. as the liability insurance carrier pursuant to O.C.G.A. § 9-11-67.1, O.C.G.A. § 13-6-11, and General Ins. Co., v. Holt, 262 Ga. 267 (1992). This communication is only intended for the use of compromise and is not permitted to be submitted as evidence in Georgia or Federal courts pursuant to O.C.G.A. § 24-4-408. We are also attaching a copy of our client's complaint for damages, photographs of the vehicles and scene, as well as the medical records and bills in our possession at this time for the injuries our client sustained in the subject collision.

Provided all terms of the offer contained in this letter are met, my client will accept payment of One Million Dollars (\$1,000,000.00) from Mountain Lake Risk Retention Group, Inc. in exchange for which my client will execute a limited liability release. If the available insurance coverage is any amount other than (\$1,000,000.00), or if there are additional policies of insurance available, then this offer of compromise is hereby automatically adjusted to the full and combined amount of all insurance policy limits available that cover the claim identified in this offer to compromise. In exchange for the agreed upon payment, my client will compromise any valid and legally enforceable hospital and governmental liens arising from the subject collision upon the settlement from the proceeds of the settlement.

Ms. Clark has incurred significant medical expenses with future medicals forthcoming, including serious injuries to her cervical and lumbar. Mr. Goodwin, operating a 2020 Freightliner Cascadia, owned by Defendant Total Transportation of Mississippi, LLC, in the course and scope of his employment with Defendant of Mississippi, LLC, and in furtherance of the business of Defendant Total Transportation of Mississippi, LLC, and stuck Ms. Clark's vehicle. At all times relevant to the subject collision, Defendant Mountain Lake Risk Retention Group, Inc. provided liability coverage to Defendant Total Transportation of Mississippi, LLC and its employee driver. Your clients will each be held liable and apportioned fault for their failure to keep a proper and safe lookout while driving, failure to operate the vehicle at a reasonable and prudent speed, failure to main lane, failure to take necessary precautions to avoid any collision, and reckless driving.

This offer to settle is time-limited and will remain open until 5:00 p.m. on March 24, 2023, after which it will be automatically withdrawn. A material term of this offer of settlement is delivery of payment by 5:00 p.m. on April 3, 2023. Additionally, a material term of this offer of settlement is execution of the attached Affidavit of No Additional Insurance. If this offer is not accepted and an excess verdict is obtained, then we will pursue all your insured's wages and assets until the judgment is paid in full.

ECONOMIC DAMAGES:

<u>Provider</u>	<u>Amount</u>
Advanced Imaging Centers	\$4,800.00
FirstVisit – MD, LLC	\$750.00
Maximum Life Health Center	TBD
Georgia Spine and Orthopedics	TBD
Loss Wages	TBD
Future Medicals	TBD
<u>Total: \$ 5,550.00 +</u>	

Sincerely,

/s/ Riley W. Snider
 Riley W. Snider, Esq.
 Attorney for Plaintiff

Verdict Magazine Link:

https://static.forthpeople.com/verdict-magazine/MM_2023_Verdict_Magazine.pdf

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 Enclosure